**Karl G. Maeser Preparatory Academy**

Facility Use and Rental Guidelines

Utah Code 53A-3-413, Use of School buildings and grounds as civic centers

1. All public school buildings and grounds are civic centers and may be used by district residents for supervised recreational activities and meetings.
2. Use of school property for civic center purposes may not interfere with any school function or purpose

II. Type of Use

1. School Sponsored programs outside of regular school day
	1. Facility use: Free use of school facilities may be granted to school sponsored programs and PTO activities.
	2. Examples of these programs: Programs may include, but need not be limited to; academic enrichment, music instruction, school administered after school programs, etc.
	3. Provision: School sponsored programs outside of the regular school day must be supervised by a school employee who is specifically assigned to the program.
2. Elected official Candidate Use
	1. Definition: “Elected officials” include all publicly elected local, state, or federal officials that are responsible for constituents that live within Lindon City. “Candidates” include all candidates for public office who have declared their candidacy, have filed to run for public office, and have qualified to be on the ballot. The “candidate” status is recognized for the period of time between the filing deadline and the associated general election. Fees for facilities use by elected officials or candidates will be charged at the not for profit rate.
3. Civic Center/Election Use
	1. The State Board of Education authorizes the use of public facilities for civic/election purposes. The election judge assigned to each site is responsible for setting up the election booth. The school will provide a table and 3 chairs for each voting district. A fee will not be charged for this service.
4. Charitable and non-profit use

A fee will be charged at the class II rates to charitable and non-profit organizations to recoup expenses and provide necessary janitorial service and normal wear and tear of the facilities. All organizations renting district facilities under this category must provide evidence of their non-profit status through an official classification by the IRS and/or the office of the Secretary of the State. A fee will be charged at the for not-profit rate.

1. Commercial use

A fee will be charged for all business and profit making entities at the class III commercial rate.

III. Restrictions for Rentals

Maeser Preparatory Academy will not rent any equipment, supplies, materials, etc. This rental agreement is for the use of the facility or grounds only.

1. School facilities will not be rented for public dances.
2. School kitchen may be used only to serve food. No cooking is allowed. Food brought into the kitchen must be commercially packaged. Food service must meet all applicable government regulations.
3. Gambling, raffles, bingo or other games of chance are unlawful and prohibited in the building or on the grounds.
4. School facilities will not be rented on Sundays, state holidays or national holidays, unless it is in association with use by City or State officials in conducting official business
5. All users are required to leave the building no later than 10:30 PM on a school night and 11:00 PM on weekends.
6. Computers, computer labs, overhead projectors, microscopes, P.E. equipment, photocopy machines, audio/visual equipment, and other school owned equipment is not available for rental use.
7. Promotional or information materials distributed in advance or as part of facility use shall include the following statement:

*(Name of Renter or Group) has rented this facility under the Karl G. Maeser Preparatory. Academy guidelines for civic use. This use does not imply any endorsement by the school or its board of this person, program, and/or group.*

1. Rental Rules and Regulations

**A security deposit is required**

* 1. Rental contracts are not transferrable
	2. Rental fees, deposit and personnel charges shall be determined and paid at least 7 days in advance of rental activity. Cancellation of reservations must be made at least five days in advance of the rental activity or rental fees will be forfeited.
	3. Use of materials on floors, walls, or other parts of the building is prohibited without written approval of the school director.
	4. Arrangement for seating or other items shall be made at the time the rental contract is issued.
	5. No outside properties or equipment shall be brought into the building without prior approval by the school director. When permission is granted, such property, or equipment shall be removed immediately following its use; and the school or its agents shall not be responsible for damage incurred to such equipment.
	6. The applicant agrees to pay all damages done to facilities, equipment, or grounds which incurred during and because of rental activity and that any deposits shall be applied towards damages incurred
	7. When admission tax is to be collected or when fees are to be paid by a rental agency or group, the organization using the facilities shall assume all responsibility for the collection and payment of all taxes and fees.
1. Schedule of fees
	1. Rates and charges for use of the school facilities shall be according to a published schedule. This schedule is part of the application for use of school facilities, and it shall be uniformly applicable to all organizations.
	2. Additional fees may be charged for use of special equipment, janitorial services, setting up and removing chairs, bleachers, etc.
		1. Bleachers shall only be moved by school administration.
	3. Other charges as deemed appropriate by the school.
	4. Technology technician is required when using school audio equipment.
2. VI. Insurance requirements
	1. The Maeser Preparatory Academy Indemnity Agreement must be signed.
	2. The organization renting the Maeser Prep. Academy facility shall provide evidence of the following insurance coverage to the school director prior to the commencement of the utilization of the facility or property.

General Liability Insurance: evidence of general liability insurance including contractual liability, personal injury, premises and operations and broad form property damage. Such insurance shall provide for one million dollar ($1,000,000) general aggregate limit. Evidence of requested insurance should clearly show the school as an additional insured.

As per Utah Code 53A-3-414, prices should be set at a rate to cover all costs including administration, supervision/technician, custodian(s), supplies, and utilities.

**6-10-106**.(3).(a) **Prohibition of smoking in elementary and secondary educational facilities and child care centers.**

1. A person may not smoke or use tobacco in any area of the following facilities or locations whether or not they are also public places:
	1. public or private elementary and secondary school buildings and educational facilities and the property on which those facilities are located.

**53A-3-501. Possession or consumption of alcoholic beverages at school or school-sponsored activities.**

1. A person may not possess or drink an alcoholic beverage:
	1. inside or on the grounds of any building owned or operated by a part of the part of the public education system; or
	2. in those portions of any building, park, or stadium, which are being used for an activity, sponsored by or through any part of the public education system

**References:**Under the provisions of the Civic Center Act, school facilities may be used as civic centers as described in the Utah Code:

**UTAH STATE CODE:**
Title 53A. State System of Public Education
Chapter 3. Local School Boards
Part 4. Powers and Responsibilities of Local Boards

**53A-3-413. Use of public school buildings and grounds as civic centers.**

1. As used in this section, “civic center” means a public school building or ground that is established and maintained as a limited public forum to district residents for supervised recreational activities and meetings.
2. Except as provided in Subsection (3), all public school buildings and grounds shall be civic centers.

**53A-3-414.** **Local school boards’ responsibility for school buildings and grounds** **when used as civic centers.**

1. As used in this section, “civic center: has the same meaning as provided in Section 53A-3-413.
A local school board:
	1. Shall manage, direct, and control civic centers under this chapter;
	2. Shall adopt policies for the use of civic centers;
	3. May charge a reasonable fee for the use of school facilities as a civic center so that the district incurs no expense for that use;
	4. May appoint a special functions officer under Section 53-13-105 to have charge of the grounds and protect school property when used for civic center purposes;
	5. Shall allow the use of a civic center, for other than school purposes, unless it determines that the use interferes with a school function or purpose; and
	6. Shall ensure that school administrators are trained about and properly implement the provisions of this section and Section 53A-3-413.

All State and local laws will be enforced at school facilities (not limited to those listed below).

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	2. in those portions of any building, park, or stadium, which are being used for an activity, sponsored by or through any part of the public education system.

Rentals used to gain profit or make a living are deemed to be a commercial rental.

Criteria used to approve appropriate commercial rental are as follows:
1. Is there another facility that could service the rental?  The school district should not be in competition with local businesses.
2. Is the requesting commercial entity part of the local school community?
3. What would the impact be on the school facility and school personnel?
4. Does the requesting commercial entity have a business license?
5. If admission or fees will be charged or items sold, the requesting commercial entity must have a Temporary Sales Tax License.

The renter will be charged for all spaces used for such rentals.  Only the rented space and adjoining restrooms and common areas may be used.  If storage of equipment is required for the rental, a fee will be charged to store equipment or other items.

The renter is entitled to a walkthrough of the rental space requested prior to the event.  The renter is then responsible to notify the district scheduler, in writing, of any objectionable conditions, no later than one week before the date of the event.

As per Utah Code 53A-3-414, prices should be set at a rate to cover all costs including administration, supervision/technician, custodian(s), supplies, and utilities.

Security:

**Required.** Renter is required to contract with the local police

department. Police department will dictate the hourly rate and

number of officers required based on crowd size and type of

event. Proof of arrangement for police presence must be

provided in writing to the Facilities Scheduling Department

prior to the event, as part of the rental agreement

Rental “no shows” are not eligible for a refund.

No Sunday rentals

III. All school grounds close at 10:00 p.m.

IV. All district policies, state and local laws will be enforced.